

**Statement of Work #7**



This Statement of Work No. 7, "SOW," made effective as of September 22, 2008 (the "SOW Effective Date") by and between **Circuit City Stores, Inc.**, a Virginia corporation ("Circuit City") and **INFOGAIN CORPORATION**, a California corporation ("Supplier"), recites and provides as follows:

**WITNESSETH:**

Under the terms of a Master Services Agreement dated August 27, 2007 between Circuit City and Supplier (the "MSA"), which is incorporated herein by reference, Circuit City and Supplier set forth certain terms and conditions for Supplier's performance of Services for and on behalf of Circuit City, such Services to be more particularly described in one or more statement(s) of work (or Addenda) to be executed by the parties; and

Under the terms and conditions of this SOW, Circuit City desires to engage Supplier, and Supplier agrees to such engagement, relating to the Services more particularly described herein. In the event of a conflict between the terms of the MSA and this SOW, the MSA will prevail unless the corresponding section of this SOW expressly states that it will govern such conflict.

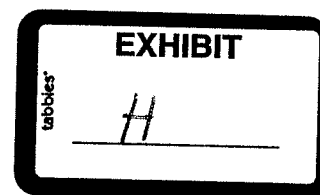
NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**1. Definitions.**

Unless otherwise provided in this SOW, terms used herein shall be as defined in the MSA.

**2. Project Scope.**

Circuit City wishes to engage the services of Supplier for the purposes described below in Section 3 ("Services").



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**3. Description of Services.**

**Activities:**

- Development
  - High level estimates, Developing solutions for rPOS change requests, defects, hot fixes, and enhancements and any other work as appropriate and as requested.
- Support
  - Project Manager
    - Understand existing support process
    - Recommendation for improvement
    - Documenting processes
  - Data Analyst
    - Incident trend analysis
    - Incident reporting
    - Aging Analysis
    - Communication with other teams

**Deliverables:**

- Development
  - Updated Change Request development process;
  - Design documents;
  - Software and unit tests;
  - Integration Testing and
  - Status updates
- Support
  - Support process document
  - Incident report
  - Status updates

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4. Key Individuals.

Resource Role	Resource Name	Hourly Billable Rate (USD)	Start Date	End Date	Term of Assignment
Yantra Technical Lead	Ashish Mital	\$125	09/29/2008	04/30/2009	Approx 31 Weeks
Yantra Developer	Danish Ali	\$95	09/29/2008	04/30/2009	Approx 31 Weeks
360 Commerce Developer	Deepak Dani	\$95	10/01/2008	04/30/2009	Approx 30 Weeks
360 Commerce Developer	Himanshu Kaktwan	\$95	10/01/2008	04/30/2009	Approx 30 Weeks
360 Commerce Developer	Manish Kumar Gupta	\$95	10/01/2008	04/30/2009	Approx 30 Weeks
360 Commerce Developer	Puneet Hasija	\$95	10/01/2008	04/30/2009	Approx 30 Weeks
360 Commerce Developer	Jitender Garg	\$95	10/01/2008	04/30/2009	Approx 30 Weeks
360 Commerce Developer	Jai Kumar	\$95	10/01/2008	04/30/2009	Approx 30 Weeks
Project Manager Support	Sanjay Prakash Sharma	\$125	09/22/2008	04/30/2009	Approx 32 Weeks
Data Analyst Support	Prasanna Gopinath	\$85	09/22/2008	04/30/2009	Approx 32 Weeks

Circuit City Representative:

Pat O' Reilly  
(804)-486-2145

5. Confidentiality and Work Made for Hire.

The Supplier and Circuit City agree that confidentiality and Work Made for Hire concepts (as reflected in the MSA) are of the utmost importance and are an integral part of this engagement. As such, Supplier agrees to make the Individual Consultant appearing in the Section 4 above aware of these provisions in the MSA and return to Circuit City a copy of the certification appearing as Exhibit A to this SOW (the "**Individual Consultant Certification**") as executed by the Consultant. Supplier acknowledges that a failure to supply the Individual Consultant Certification to Circuit City may result in a delay of engagement through no fault of Circuit City.

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**6. Fees and Terms of Engagement.**

Payment Terms: Payments shall be invoiced and paid as described in the MSA. All invoices must be sent to Circuit City monthly in arrears.

Estimated Start Date: September 22, 2008  
Estimated End Date: April 30, 2009

Total value may not exceed \$1,224,320.00 based on the specifications in this SOW. If during the course of executing the Deliverables in this SOW any additional project components are requested by Circuit City, or specifications of materials change, such changes shall be handled as per section 7 of this SOW.

Other Terms: Circuit City for any reason may demand that Supplier replace the Individual Consultant with a new Individual Consultant satisfactory to the Circuit City. In such an event Supplier must provide a replacement resource within a reasonable time frame, defined as not more than 5 business days. Any travel required for the purpose of above services will be invoiced to Circuit City on actual. Travel expenses are subject to Circuit City's Travel and Expense Policy, which will be made available upon request. In no event will travel expenses exceed 10% of actual fees payable under this SOW.

**7. Changes.** Any changes to this SOW will be effective upon the written consent of both parties.

**[SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date above.

CIRCUIT CITY STORES, INC.

BY: [Signature]

NAME: BRUCE H. BESANKO

TITLE: VP, CFO + TREASURER

DATE: 11-11-08

INFOGAIN CORPORATION

BY: [Signature]

NAME: DEAN C. WOFFORD

TITLE: CFO

DATE: 10/13/08

BL.  
11/11/08